



Barr Foundation

December 03, 2024

Katjana Ballantyne
Mayor
City of Somerville
93 Highland Avenue
Somerville, Massachusetts 02143

Re: Grant #: 24-36567

Dear Katjana:

I am pleased to inform you that the Barr Foundation has awarded a grant of \$100,000 to the City of Somerville. This grant will have a duration of 24 months, with a start date of December 20, 2024 and an end date of December 21, 2026. The purpose of the grant is to participate in the Community Heat Resilience Pilot.

The enclosed Grant Agreement describes the terms and conditions of this grant. Please review this document carefully, sign through DocuSign, and return to us as soon as possible so that we can process your grant payment. We also recommend keeping a copy for your records. To ensure more secure and timely grant payments, the Barr Foundation issues payments through the Automated Clearing House ("ACH"). Please remember that protecting your login credentials is also an important part of maintaining security. Should you have any concerns or questions about our security practices, please contact the Grants Management Team at grants@barrfoundation.org. Please [click here](#) to access the portal.

If you have any questions regarding the purpose, terms, conditions, or timing of this grant, do not hesitate to contact Kathryn Wright at kwright@barrfoundation.org. For other administrative questions regarding payments, reporting requirements, or technical issues, you can always reach our Grants Management team at grants@barrfoundation.org.

We are delighted to be able to contribute to this important work, and we look forward to hearing about your progress during the grant term.

Sincerely,

A handwritten signature in black ink, appearing to read 'James E. Canales'.

James E. Canales
President



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GRANT AGREEMENT

ORGANIZATION NAME:	City of Somerville
GRANT #:	24-36567
GRANT PURPOSE:	To participate in the Community Heat Resilience Pilot
GRANT AMOUNT:	\$100,000
GRANT DURATION:	24 months

This agreement (the “Grant Agreement”) contains the terms and conditions of the grant. If you wish to accept the terms and conditions, please sign the Grant Agreement below. **We will release payment as scheduled once we have received your signed documents.**

We anticipate that this grant will be paid on the following schedule:

Scheduled Date	Amount
December 20, 2024	\$50,000
December 12, 2025	\$50,000

Please note that we will not make any subsequent payments to City of Somerville (the “Grantee” or “you”) until the required progress report has been received and approved and we have determined that you have used, or will use, all previously granted funds in a manner consistent with the purposes of the grant and substantially in accordance with the proposal budget (exceptions may be made at the discretion of the Barr Foundation (the “Foundation”) staff).

Tax-Exemption: You confirm that you are exempt from federal income tax as a government entity.

Use of Grant Funds: Under United States law, the Foundation’s grant funds, and any income earned on the funds, may be only used for charitable, religious, scientific, literary or educational purposes. Consistent with the foregoing, the purpose of this grant is **to participate in the Community Heat Resilience Pilot**. Grant funds can only be used for this purpose as generally outlined in the budget submitted with your grant proposal.

Grant funds may not be used to carry on propaganda or otherwise attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. This grant is not earmarked for lobbying activity or influencing legislation within the meaning of Section 4945(e) of the Code and the accompanying Treasury Regulations, and the Foundation and the Grantee have made no agreement, oral or written, to that effect.

You confirm that you are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist-related lists promulgated by the U.S. government. You will use reasonable



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efforts to ensure that you do not support or promote terrorist activity, related training or money laundering.

You also confirm that the Foundation has not earmarked the use of the grant funds for any specific subgrantee (including any subcontractors). There is no agreement, oral or written, whereby the Foundation may cause the selection of subgrantees by you. Neither you nor any subgrantee will make any statement or otherwise imply to any third party that the Foundation directly funds the activities of the subgrantee or subcontractor. If you grant any portion of the grant to a secondary grantee, you have independent control over the selection of the subgrantee.

You hereby certify that no goods or services were provided to the Foundation in exchange for or in consideration of this grant.

Outputs and Outcomes

Below are the agreed upon outputs and outcomes for this grant:

Outputs:

- By Spring 2025, municipalities and CBOs have developed a collaborative framework for the design phase of a heat resilience project and documented existing and emerging local work around heat resilience.
- By Fall 2025, cohort participants will create a plan for a heat resilience project to be executed in Summer 2026. The plan will include learning goals and a plan to track progress and a community engagement plan.
- By Fall 2025, city and CBO collaboration on extreme heat will help ensure that community voices are being elevated and considered by decision- makers, including targeted efforts to reach out to underrepresented EJ communities.
- By Summer 2026, participants will execute a neighborhood-level heat resilience project that has been co-designed with the city, CBOs, and targeted EJ communities.
- By end of 2026, participants are able to leverage lessons learned from local projects for a shared policy agenda at the state and local levels, through participating in a heat resilience community of practice.

Outcomes:

- By the end of 2026, participating communities will advance community-driven solutions that increase targeted EJ communities' resilience to extreme heat and increase social cohesion.
- By the end of 2026, the pilot will have strengthened relationships and trust between community members, organizations, and municipal departments. Municipalities demonstrate trust and acknowledge the power and knowledge of communities.
- By the end of 2026, a broad coalition of heat resilience practitioners have an increased understanding of policy levers to advance heat resilience in their communities and have co-developed a heat resilience policy and systems change agenda.



You are required to obtain written approval from Kathryn Wright with whom you are working prior to making any changes to the outputs and outcomes. We understand that unforeseen circumstances may necessitate modifications to this form. In the event modifications are required, an addendum to this Grant Agreement will need to be signed.

Grant Reporting: Below are the deadlines for the interim reports and final report associated with this grant.

Reports are due on or before the following date(s):

Scheduled Date	Type
November 20, 2025	Interim Report
January 29, 2027	Final Report

When submitting interim and final reports, we ask that you please provide us with a narrative so that we may understand progress toward our shared goals. We are particularly interested in learning about what helps you to succeed and what, if any, challenges you encounter during the grant period. We value your experience and encourage your openness and candor. We also ask that you include a financial update. The financial requirements are outlined in the reporting instructions (click the link below).

If your organization engages in lobbying activity, we ask that with your interim and final reports you submit a financial update that includes your budget-to-actuals for the organizational budget as well as project budget if applicable that includes a breakdown of lobbying expenditures. Finally, if your organization engaged in the activity of subgranting related to this grant, please inform us as to which organizations you have selected as subgrantees and the amount subgranted. You are responsible for ensuring that any subgrantees use the grant funds consistent with the Grant Agreement.

Instructions on how to file a Progress or Final Report is available by clicking the following link <https://www.barrfoundation.org/grantee-home>. We will also provide the instructions via email one month prior to the due date.

At the end of the grant term, we will ask you to submit a Final Report, including a fiscal accounting of total project expenses and income (not just the Foundation’s portion). If this grant is for general operating support, you should provide an organizational budget showing budget-to-actuals during the grant period. We will need this report in order to close out your grant.

Changes to Grant Purpose or Scope: Requests for substantive changes to the scope or purpose of the grant must be submitted in advance for approval from the Foundation. To request a grant modification, please contact Kathryn Wright at kwright@barrfoundation.org.



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Changes to the grant scope or purpose may only be made with the approval of Foundation Staff.

If additional time is needed to complete the work or submit a grant report, you can request a no-cost extension. To request a no-cost extension, please contact Kathryn Wright at kwright@barrfoundation.org. No-cost extensions may be granted only at the discretion of the Foundation staff.

Grantee Reallocation of Funds: Changes in the use of grant funds can be made without prior approval as long as the changes do not impact the original goals and purpose of the grant. Funds may be reallocated across budget categories within a funding year in a manner consistent with the approved budget and grant proposal, unless stated otherwise in the award letter (i.e. expenditure responsibility grants). Funds may not be moved across budget categories if the result exceeds any maximum allowed cost set for a budget line item, such as salaries/wages or indirect costs. Reallocations may not exceed the amount awarded in a given year. If the change is to more than 10% of the grant amount, the grantee must first consult with and gain the approval of your program officer.

Extensions of Grant Period/End Date: If additional time is needed to complete the work or submit a grant report, you can request an “extension of grant period/end date”, meaning additional time to complete the work. To request such an extension, please contact your program officer. These extensions may only be granted at the discretion of the Foundation staff.

With prior approval, the Foundation may allow unexpended grant funds (i.e., funds not spent by the end of the grant term) to be used for expenses that align with the original scope of the grant award, or for general operating support, capacity building, or reserves. If you wish you use funds that remain unexpended after completion of a grant term, you will need to get Foundation approval from your program officer for the specific use of these funds and for an extension to the grant period.

Termination of a Grant and Return of Grant Funds to the Foundation (Rescinding a Grant): The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) it is necessary to comply with any requirements of the law, (b) you fail to comply with any of the terms or conditions of this Grant Agreement, or (c) the Foundation is not reasonably satisfied with your progress. You may also be required to immediately repay the Foundation any portion of the grant funds that are not used for the purpose of the grant. In addition, unused funds must be returned promptly to the Foundation upon completion of the grant, unless the Foundation approves a request to extend the grant period or repurpose the funds within the context and scope of the original grant approval.

Acknowledgement, Publicity and Communications: For the duration of your grant, we ask that you acknowledge the Barr Foundation as you do any other supporters. For examples of acknowledgement language, Barr’s logo, and other communications resources and guidance, please visit www.barrfoundation.org/grantee-home. If you would like to obtain a quote from a Barr staff member for a press announcement, or if you have other communications-related questions, please contact Barr’s Communications Team at communications@barrfoundation.org



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The Foundation generally publishes information on all grants on its website, including the award date, amount, term, and purpose (as expressed in the Grant Agreement table above). Additionally, the Foundation may make grant information public at any time on its website, social media, or as part of press releases, public reports, speeches, newsletters, and other public documents. If you have any concerns with your grant being made public, or with how the Foundation describes your grant, please contact your program officer.

Intellectual Property: All intellectual property and other rights owned by either the Barr Foundation or a grantee prior to the date of this grant, shall be and shall remain the party's exclusive property at all times, including, but not by way of limitation, any and all variations, adaptations, and derivations of any of the same. Any and all ideas, improvements, concepts, developments, information, software, data and/or inventions conceived or developed as a result of the grant shall become the exclusive property of the grantee.

Miscellaneous:

Indemnification

You agree to indemnify, defend and hold the Foundation harmless from and against any and all liability, loss, and expense (including reasonable attorney's fees and expenses) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by you or any of your directors, officers, agents, volunteers, employees, subgrantees, contractors or subcontractors with respect to the grant. You agree that any activities by the Foundation in connection with the grant, such as its review or proposal of suggested modifications to the grant, will not modify or waive the Foundation's rights under this paragraph. Your obligation to indemnify the Foundation, including obligations resulting from the actions of subgrantees or subcontractors, shall be limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Grant Agreement will constitute an express or implied waiver of your governmental and sovereign immunities. This paragraph shall survive the termination of the Grant Agreement.

Entire Agreement: Severability and Amendment

This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications by the Foundation or by you regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal or unenforceable, or any provision is revised or amended and approved by the Foundation, such finding, revision or amendment shall not affect the validity, construction or enforceability of any remaining provisions. This Grant Agreement may be amended only by a mutual written agreement of the parties.



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Assignment

This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) any transfer of the grant, (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your assets.

Leadership Transition

You are responsible for notifying the Foundation if or when there is a transition of the Leader and/or Primary Contact within the organization. Please send the new contact information to the Grants Management team at grants@barrfoundation.org.

Counterparts

This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Faxed or emailed copies of this Grant Agreement will be as equally binding as originals.



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CERTIFICATION:

The following individual, certified to be a responsible officer of the named organization, accepts and agrees to the foregoing terms of this Agreement by electronically signing and returning it via DocuSign. By signing electronically, this person acknowledges that their electronic signature will serve as and have the same legal effect as an actual signature of the document.

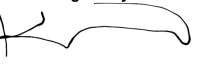
Katjana Ballantyne
NAME (Print)

Mayor
TITLE
City of Somerville

Signed by:

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12/13/2024 | 12:18 PM EST
DATE

SIGNATURE
DocuSigned by:

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12/9/2024 | 4:42 PM EST
DATE

Kathryn Wright
Senior Program Officer, Clean Energy
Barr Foundation

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